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of June 8, 1891, passed "to correct the mistake in *Schroeder v. Galland*." This act provides that the sub-contractor shall be entitled to a lien and the contractor be deemed the agent of the owner in ordering work or materials, despite a stipulation in the owner's contract against liens, "unless such sub-contractor shall have consented in writing to be bound by the provisions of such contract." This act has not yet been passed upon by the Supreme Court; but in a decision by HEMPHILL, J., of Chester County, rendered September 25, 1893, in the case of *McMasters v. West Chester State Normal School*, 2 Dist. Rep., 753, the act is declared unconstitutional on the ground that it is an interference with the right of contract and with the absolute and natural right which every person has to use his own property in his own way, citing the Pennsylvania Bill of Rights, which declares that among those rights which are indefeasible is that of "acquiring, possessing and protecting property."

It is believed that no decision of the Supreme Court of Pennsylvania on the subject of mechanics' liens has been so far reaching as that of *Schroeder v. Galland*. Its effect and limits are not easy of determination, even by the Supreme Court itself: *Nice v. Walker*, 153 Pa., 123. But the general doctrine the Supreme Court seem determined to adhere to. To the writer this rule would only seem justifiable on the ground that a mechanics' lien statute which purported to give a right of lien to sub-contractors where the owner had expressly refused to make his contractor an agent to pledge the building, would in itself be unconstitutional; and that, therefore, mechanics' lien statutes must be construed as having inherently the limitation that they will not confer any lien where the owner has inserted a provision against liens in his contract. This does not seem reasonable. It is difficult to understand how a man can be said to have his inherent right of property interfered with, or to be deprived of his property "without due process of law," by the operation of an Act of Assembly which provides that an owner cannot enjoy as his own a building erected on his lot, without taking care that those who actually furnished the work and materials are paid.

BENJ. H. LOWRY.

SELECT CASES ON EVIDENCE AT THE COMMON LAW, WITH NOTES.

By JAMES BRADLEY THAYER, LL.D., Professor of Law at Harvard University. Cambridge: Charles W. Sever, 1892.

Professor Thayer has added to the value of this excellent work (a review of which has heretofore appeared in these pages),¹ by preparing a complete index which will be of assistance not only to the student who is using the book in connection with his investigation of the law of evidence, but also to the lawyer who desires to utilize the collection of cases for reference during the conduct of a cause in court. The index can be obtained free by owners of the first edition from the publisher, Charles W. Sever, Cambridge, Mass., through the dealer of whom the book was purchased.

¹ *Supra*, p. 72, Jan. number.